



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
DEP15017

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
CHUCK BOWMAN 304-558-2157

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF AML&R
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/17/2010				

BID OPENING DATE:

06/02/2010

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
ADDENDUM ISSUED FOR THE RICH FORK (SPELL) PORTAL PROJECT TO DISTRIBUTE THE PRE-BID SIGN-IN SHEETS, THE CLARIFICATIONS, Q/A, REVISED DRAWING #4, ADDITIONAL SKETCHES, AND THE REVISED BID SCHEDULE RESULTING FROM THE MANDATORY ON-SITE PRE-BID MEETING ON 04/29/10.						
BID OPENING DATE AND TIME ARE EXTENDED FROM 05/27/10 TO 06/02/10 AT 1:30 PM.						
***** NO OTHER CHANGES *****						
0001	1	JB		962-73		
RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES						
***** THIS IS THE END OF RFQ DEP15017 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : DEP15017
 Project: Rich Fork (Spell) Portals

Bid Date: 5/27/10
 Pre-Bid Date: 4/29/10

Name : TAD ROBINETTE
 Company: LIBERTY HILL Co.
 Address: 107 HALE ST
#205
CHAS. WV 25301
 Phone #: 304-513-1220
 Fax #: _____
 Email : ADMIN@LIBHILL.COM

Name : Randy Carpenter
 Company: Carpenter Reclamation
 Address: PO BX 13015
Sissonville, WV
25360
 Phone#: 304-984-1115
 Fax #: 984-2770
 Email : _____

Name : Doug Vincent
 Company: BREAKAWAY, INC.
 Address: 1075 Old Turnpike Rd
Sutton, WV 26601
 Phone #: 765-5317
 Fax #: 765-5387
 Email : breakaway-inc@verizon.net

Name : Harrison Bowman
 Company: Green Mountain Co.
 Address: 511 50th St
Charleston WV 25304
 Phone#: 304-925-0253
 Fax #: 304-925-4230
 Email : Jodymay@aol.com

Name : Robert Barnes
 Company: BARNES EXC. INC.
 Address: P.O. BOX 13384
Sissonville
WV. 25360
 Phone #: 304-984-1725
 Fax #: 304-984-0074
 Email : Barnes_EXC@AOL.COM

Name : Dale Threlton
 Company: Threlton Const. Co. Inc
 Address: PO Box 13279
Charleston - WV
 Phone#: 304 984 2294
 Fax #: 304 984 2334
 Email : _____

Name : Keith Freshout
 Company: EAGLE EXCAVATION INC.
 Address: P.O. Box 218
Kenna WV 25248
 Phone #: 304 372-4378
 Fax #: 304 372-4378
 Email : _____

Name : Eldon R. Poush
 Company: E & R Excavations
 Address: PO Box 655
New Haven WV
25265
 Phone#: 304 882 2271
 Fax #: 304 882 8138
 Email : _____

MANDATORY PRE-BID SIGN-IN ATTENDANCE SHEET

PRINT LEGIBLY

RFQ # : DEP15017
Project: Rich Fork (Spill) Portals

Bid Date: 5/27/10
Pre-Bid Date: 4/29/10

Name : LES BOLEN
Company: ASPEN CORP.
Address: 2400 RIVER DR
DANIELS WV
25832
Phone #: 304 763 4573
Fax #: 304 763 4591
Email : lbole@aaspengolf.com

Name : _____
Company: _____
Address: _____
Phone# : _____
Fax # : _____
Email : _____

Name : Bernie McCourt
Company: Mountain Movers
Address: 216 South MAINE
26452
Phone #: 304 269-2449
Fax #: 304 269-2449
Email : 304 644-5005

Name : _____
Company: _____
Address: _____
Phone# : _____
Fax # : _____
Email : _____

Name : GARY Long
Company: M^cCourt & Son Const.
Address: 2790 Centralia Rd.
Sutton WV 26001
Phone #: 304 765-5288
Fax #: 304 765-5293
Email : _____

Name : _____
Company: _____
Address: _____
Phone# : _____
Fax # : _____
Email : _____

Name : BRAD WISEMAN
Company: WISEMAN EXCAVATING
Address: RT1 Box 190 Liberty
25124 W.V
Phone #: 304-586-3736
Fax #: 304-586-3789
Email : _____

Name : _____
Company: _____
Address: _____
Phone# : _____
Fax # : _____
Email : _____

**Req # DEP 15017
Rich Fork (Spell) Portals
Addendum #1**

NPDES PERMIT REQUIREMENTS

Attached are specifications and drawings added to meet requirements of NPDES Permit Requirements titled “VEGETATIVE REQUIREMENTS”, “MAINTENANCE & INSPECTION”, “EROSION & SEDIMENT CONTROL CONSTRUCTION SEQUENCE”, “SILT FENCE”, and “PLACEMENT OF SILT FENCE”. These items will be considered incidental to the affected work. No additional payment will be made for this work.

REVISIONS TO SPECIFICATIONS

Add: “The Contractor will have 120 calendar days from the Notice to Proceed to complete the work.”

Special Revision V “SCHEDULE OF WORK” – Revise “Eastern Standard Time” to read “Eastern Daylight Time”.

Specification 5.1 – First sentence – Now Reads “This item shall consist of furnishing all materials, equipment, labor and incidentals necessary for the installation of straw bale sediment control structures as designated in the Drawings.” Revise to read “This item shall consist of furnishing all materials, equipment, labor and incidentals necessary for the installation of silt fence as sediment control as designated in the Drawings.”

Specification 5.2.1 – Bales – Delete this section. Straw bales will be replaced with silt fence.

Specification 5.2.2 – Stakes: Replace existing reference with the following “Stakes: The silt fence stakes shall consist of stakes as shown on attachment labeled Figure 3.27.2 SILT FENCE.

Specification 5.2.3 – Add “Silt fence shall be installed at the locations and according to the details shown on the drawings.” Delete: Only straw bales may be used on slopes.

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Rich Fork (Spell) Portals
Addendum #1

Specification 5.4 – Remove reference to hay or straw bales.

Specification 5.5 - Method of Measurement – remove any reference to measurement of hay or straw bales.

Add Specification 6.6.4 – This work shall also include requirements listed in NPDES attachment “VEGETATIVE PRACTICES”. This work shall be incidental to the lump sum payment for Pay Item 6.0, Revegetation”.

Specification 8.1 – Remove last sentence “This work shall also include the regrading of access roads from drilling activities.” The landowners have requested that these access roads remain in place.

Specification 8.4.1 – Remove “The existing drill roads shall be regraded at the location and configuration as shown on the drawings.”

Eliminate Pay Item 8.0, “Drill Road Reclamation”, per lump sum.

Specification 10.3 – Add “Additional existing open drill holes not containing monitoring wells are located on the drill roads. These holes shall be abandoned by a person who has been certified by the State of West Virginia in accordance with 47 CSR59. “Monitoring Well

Regulations” and by the same method as abandoning the monitoring wells. Access to the monitoring wells and drill holes shall be performed without heavy equipment to minimize disturbance to the existing grassed drill roads. Damage to the grassed drill roads shall be repaired as approved by the WVDEP and revegetated according to Section 6, “Revegetation” of the construction specifications.

Specification 10.4 – Last sentence – Now Reads “Monitoring well abandonment shall be included in the price of mine seals.” Revise to read “Monitoring well and drill hole abandonment shall be included in the price of mine seals.”

**Req # DEP 15017
Rich Fork (Spell) Portals
Addendum #1**

CONTRACTOR'S BID SHEET - A revised bid sheet is attached.

REVISIONS TO DRAWINGS

Revised Drawing 3 of 4 is attached.

Drawing 4 of 4 – Delete SEDIMENT CONTROL DETAIL, SILT FENCE DETAIL and DRILL ROAD REGRADE DETAIL.

QUESTIONS AND ANSWERS

Q: Will there be separate silt fence and straw bale bid items?

A: No. They are both paid under "Sediment Control Barrier".

Q: Does the road from the blacktop up get stone?

A: Yes. At the completion of the work the existing driveway will get covered with stone as outlined in the specifications and at the location shown on the drawings.

Q: Does the rock have to come from a commercial source?

A: No but the rock can come from a commercial source. Rock used must meet specifications whether from a borrow site or a commercial source.

Q: Disturb the least amount of trees?

A: Yes, as outlined in the specifications.

Q: What about the guy (resident) at the bottom of the hill? We may discharge water on him (when excavating mine openings).

A: The Contractor is responsible for releasing water in a controlled manner as outlined in Specification 10.3.

Q: Where do the grass lined channels discharge?

A: At the location shown on the drawings.

Q: How big are the splash pads?

A: Size is shown on the drawings.

Rich Fork (Spell) Portals Addendum No. 1 NPDES Requirements

VEGETATIVE PRACTICES

Except as noted below, stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than seven days after the construction activity in that portion of the site has permanently ceased.

- Where the initiation of stabilization measures by the fourth day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as conditions allow.
- Where construction activity will resume on a portion of the site within 21 days from when activities ceased, (e.g., the total time period that construction activity is temporarily halted is less than 21 days) then stabilization measures do not have to be initiated on that portion of the site by the seventh day after construction activities have temporarily ceased.

Areas where the seed has failed to germinate adequately (uniform perennial vegetative cover with a density of 70%) within 30 days after seeding and mulching must be reseeded immediately, or as soon as weather conditions allow.

Diversions must be stabilized prior to becoming functional.

MAINTENANCE & INSPECTION

At a minimum, all erosion and sediment controls on the site will be inspected at least once every seven calendar days and within 24 hours after any storm event of greater than 0.5 inches of rain per 24-hour period.

All controls should be cleaned out when sediment reaches one half the sediment capacity of that control.

Inspection and maintenance records must be kept onsite.

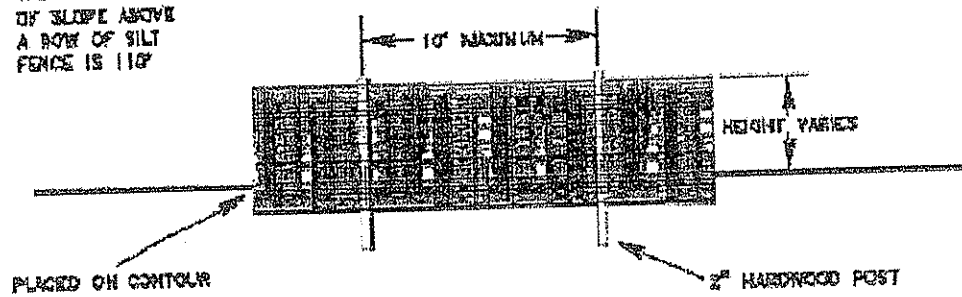
EROSION & SEDIMENT CONTROL CONSTRUCTION SEQUENCE

1. Install stabilized construction entrance as shown on site plans.
2. Install perimeter sediment control devices as shown on site plans.
3. Clear and grub site.
4. Provide sediment control for any topsoil stockpiles.
5. Commence rough grading of site. Continue to maintain and inspect all erosion and sediment controls.
6. Install additional erosion and sediment controls as shown on site plans.
7. Fine grade site.
8. Permanently seed and mulch all disturbed areas within 7 days of reaching final grade.
9. Upon completion of project including adequate stabilization, remove all remaining erosion and sediment controls.

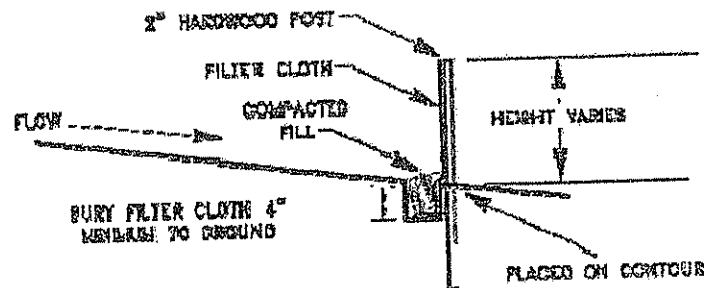
FIGURE 3.27.2

SILT FENCE

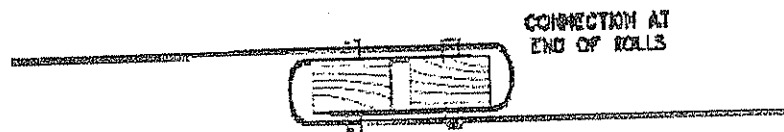
NOTE:
THE MAXIMUM LENGTH
OF SLOPE ABOVE
A ROW OF SILT
FENCE IS 110'



FRONT ELEVATION



SIDE ELEVATION



TOP VIEW

